



Williams Scotsman, Inc.
16200 Central Commerce Dr
Pflugerville TX 78660

Your WillScot Representative
Charlie Vettters, Territory Sales Manager
Phone: (512)930-0566
Email: charles.vettters@willscot.com
Toll Free: 800-782-1500

Contract Number: 1684410

Revision: 4

Date: July 31, 2022

Lease Agreement

Lessee: 0010520251
City of Pflugerville Texas
15500 Sun Light Near Way, #B
Pflugerville, Texas 78660

Contact:
Isaac Espinoza
15500 Sun Light Near Way, #B
Pflugerville, TX 78660
Phone: (512) 990-6400
Email: isaace@pflugervilletx.gov

Ship To Address:
15500 Sun Light Near Way
PFLUGERVILLE, TX 78660 US
Delivery Date (on or about): 09/30/2022

| Rental Pricing Per Billing Cycle | Quantity | Price | Extended |
|-------------------------------------|----------|----------|---|
| 60x36 Modular (56x36 Box) | 1 | | \$2,850.00 |
| Bas. Entrance-Steps T2 | 1 | \$70.00 | \$70.00 |
| Loss Damage Waiver (11/12) | 3 | \$159.00 | \$477.00 |
| General Liability - Allen Insurance | 1 | \$37.20 | \$37.20 |
| Window/Door Security Bundle - 40+ | 1 | \$83.00 | \$83.00 |
| Data Hub Rental T2 | 1 | \$255.00 | \$255.00 |
| Prof. Office Package T2 | 6 | \$92.00 | \$552.00 |
| Prof. Conference Package T2 | 1 | \$180.00 | \$180.00 |
| Prof. Workstation Package T2 | 6 | \$110.00 | \$660.00 |
| ADA/IBC Ramp -w/ switchback | 1 | \$713.00 | \$713.00 |
| PREWIRE FOR DATA/INTERNET | | | |
| Minimum Lease Billing Period: 12 | | | Total Recurring Building Charges: |
| Billing Cycle: 28 Days | | | \$2,850.00 |
| | | | Subtotal of Other Recurring Charges: |
| | | | \$3,027.20 |
| | | | Total Recurring Charges Per Billing Cycle: |
| | | | \$5,877.20 |

Estimated Delivery & Installation

| | | | |
|--------------------------------|-----|-------------|---|
| Fuel Surcharge Delivery | 1 | \$707.94 | \$707.94 |
| Essentials Material Handling | 1 | \$1,200.50 | \$1,200.50 |
| Ramp - Delivery & Installation | 1 | \$600.00 | \$600.00 |
| Miscellaneous Installation | 3 | \$250.00 | \$750.00 |
| Delivery Freight | 3 | \$874.00 | \$2,622.00 |
| Block and Level | 1 | \$12,030.00 | \$12,030.00 |
| Vinyl skirting | 184 | \$17.00 | \$3,128.00 |
| | | | Total Delivery & Installation Charges: |
| | | | \$21,038.44 |

Estimated Final Return Charges*

| | | | |
|-----------------------------|-----|------------|------------|
| Fuel Surcharge Return | 1 | \$707.94 | \$707.94 |
| Skirting Removal - Vinyl LF | 184 | \$7.00 | \$1,288.00 |
| Ramp - Knockdown & Return | 1 | \$600.00 | \$600.00 |
| Teardown | 1 | \$6,123.00 | \$6,123.00 |
| Return Freight | 3 | \$874.00 | \$2,622.00 |

Due On Final Invoice*: \$11,340.94

Total Including Recurring Billing Charges, Delivery, Installation & Return:** \$102,905.78

Comments

PER OMNIA CONTRACT R210503. PERSONAL PROPERTY FEE OF \$120.12 PER BILLING MONTH IS ADDITIONAL

Summary of Charges

| | | |
|---------------|-------------|--|
| Model: SM6036 | Quantity: 1 | Total Charges for(1) Building(s): \$102,905.78 |
|---------------|-------------|--|



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Insurance Requirements Addendum

| QTY | PRODUCT | EQUIPMENT VALUE/BUILDING | DEDUCTIBLE PER UNIT |
|-----|---------|--------------------------|---------------------|
| 1 | SM6036 | \$97654.00 | \$0.00 |

Lessee: City of Pflugerville Texas

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

General Liability Insurance Program

Lessee elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily injury and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: _____ Print Name: _____ Date: _____

Loss Damage Waiver Program

Lessee elects to participate in the Lessor's Loss Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible, if any, per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: _____ Print Name: _____ Date: _____

Please return this signed document with the signed lease agreement.



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Clarifications

***Final Return Charges are estimated and will be charged at Lessor's prevailing rate at time of return. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first billing period rental and initial charges, last billing period rent for building and other recurring rentals/services (excluding General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use MMConnect. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (6-3-22) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

☐ Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices

Corrected Email
Address: _____

☐ Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

15500 Sun Light Near Way, #B
Pflugerville, Texas 78660

Enter a new billing address: _____

Signatures

Lessee: City of Pflugerville Texas

Lessor: Williams Scotsman, Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO#: _____

PLEASE RETURN SIGNED AGREEMENT TO: AUSLeases@willscot.com